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MORTGAGE AND SECURITY AGREEMENT WITH COLLATERAL ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND SECURITY AGREEMENT WITH COLLATERAL ASSIGNMENT OF RENTS AND LEASES (this "Mortgage") is being executed and delivered as of the 27th day of April, 1994, by LASALLE NATIONAL TRUST, N.A., not personally but as Trustee under Trust Agreement dated August 3, 1982 and known as Trust No. 108143 ("Mortgagor") with offices at 135 South LaSalle Street, Chicago, Illinois 60603, to THOMAS E. DOLAN ("Lender"), with offices at 1537 Waukegan Road, Glenview, Illinois 60025

RECITALS

A. Mortgagor, WESTERN-GOLF ASSOCIATES, an Illinois joint venture, the beneficiary of Mortgagor ("Beneficiary"), THOMAS E. DOLAN ("Dolan"), ROLAND S. MEDANSKY ("Medansky"), M. SCOTT PECKLER ("Peckler"), KENNETH PEIRINI ("Pierini"), PAUL L. KATZ ("Katz"), ANTONIO CRUZZAVELA ("Cruzzavela"), MADHAVAREDDY LEELE PRASAD ("Prasad"), CHARLES M. VYGANTAS ("Vygantas"), RAHMAT PIRNAZAR ("Pirnazar"), JAMES M. CAMPBELL ("Campbell"), ROBERT M. MEYERS ("Meyers"), ROBERT MILLER ("Miller"), BARRY H. WEBBER ("Webber"), MICHAEL J. WASSERMAN ("Wasserman"), THOMAS A. PAINTER ("Painter"), SIDNEY P. HAID ("Haid"), THOMAS W. KORNMESSER ("Kornmesser"), DAVID S. SAGER ("Sager"), KENNETH P. CRANE ("Crane"), and RAYMOND M. HANDLER ("Handler") (collectively referred to as "Venturers") and

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Lender have entered into that certain Loan Agreement of even date herewith (the "Loan Agreement") pursuant to which Mortgagor has executed and delivered to Lender that certain Promissory Note dated as of April 27th, 1994 in the original principal amount of Two Hundred Thirty-Six Thousand Eight Hundred Ninety-Nine and 44/100 (\$236,899.44) (which note, together with all notes delivered in renewal, substitution or exchange therefor, is hereinafter referred to as the "Note"), together with interest to accrue thereon as in the Note provided and a maturity date, if not sooner paid or accelerated, of April 30, 2004;

B. Lender requires that the prompt payment of the Note, including the interest and any other charges due in accordance with the terms thereof, be secured by this Mortgage.

NOW, THEREFORE, Mortgagor, to secure payment of the indebtedness and sums due or to become due pursuant to the loan Documents (as hereinafter defined), and the performance of the covenants herein and therein contained to be performed, kept and observed by Mortgagor, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby **IRREVOCABLY MORTGAGE, GRANT CONVEY, ASSIGN and TRANSFER** unto Lender the real estate situated in the County of Cook and State of Illinois, as more particularly described in Exhibit A attached hereto and made a part hereof;

TOGETHER with all easements, rights of way, licenses, privileges, tenements, hereditament and appurtenances belonging thereto, all development rights, air rights, and all rents, issues,

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proceeds and profits therefrom, including all right, title estate and interest of Mortgagor therein at law or in equity;

TOGETHER with all improvements now or hereafter erected thereon and all materials intended for construction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the real estate immediately upon the delivery thereof to the premises, and also all machinery, apparatus, equipment, systems and fixtures now or hereafter located in or upon or affixed to said real estate or any part thereof, owned or hereafter acquired by Mortgagor and used or useable in connection with any present or future operation of the improvements on the real estate, including without limitation, all heating, lighting, refrigerating, ventilating, air conditioning, air cooling, lifting, fire extinguishing, plumbing, cleaning, communications, and power equipment, systems and apparatus; all gas, water and electrical equipment, systems and apparatus, all engines, motors, tanks, pumps, screens, storm doors, storm windows, shades, blinds, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors;

TOGETHER WITH all of the rights and claims of Mortgagor, wherever located and whether now owed by, in the possession of or in the control of Mortgagor, including but not limited to all accounts, accounts receivable, security deposits, writings evidencing a monetary obligation, contract rights and other creditor's interests now or hereafter existing in favor of, owned or acquired by Mortgagor with respect aid the property conveyed

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hereby; all contracts relating to the use, operation, occupation, maintenance, repair or construction of the property conveyed hereby; all permits, licenses, franchises benefitting the property conveyed hereby, together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on its behalf in connection with the foregoing; and all books and records, including but not limited to all lease documents, relating to the property conveyed hereby;

TOGETHER WITH all judgments, awards of damages or settlements related to and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including but not limited to proceeds of insurance and/or condemnation, and all products, additions, accessions, attachments, parts replacements and substitutes therefor.

ALL OF THE FOREGOING, taken together with the real estate, are hereinafter sometimes collectively or severally, as the context requires, referred to as the "Property". It is agreed that all such machinery, equipment, apparatus, goods, systems and fixtures that are or will become a part of the real estate are acknowledged to be a portion of the security for the indebtedness secured hereby and covered by this Mortgage; and as to any of the aforesaid property which is owned by Mortgagor and does not so form a part of the real estate or does not constitute a "Fixture" as defined in the Uniform Commercial Code of the State of Illinois (the "Code"), this Mortgage is hereby deemed to be a Security Agreement under the Code for the Lender under the Note shall be applied first in payment

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of any additional sums owing pursuant to the provisions of the Loan Documents, whether as advances, attorneys' fees (to the extent permitted by law), delinquencies, cost and expenses of exercising rights and remedies granted hereunder or thereunder or otherwise; second to the payment of any overdue or accrued interest on the Note; third, to the principal of the Note; and then to interest and principal on any Future Advances (as hereinafter defined).

2. OTHER PAYMENTS. In the event any installment of real estate taxes is not paid when due, at the option of Lender, Mortgagor will deposit monthly with Lender, in addition to the installments of principal and interest due on the Note and concurrently therewith, until the indebtedness evidenced by the Note is paid, the following: (1) a sum equal to one-twelfth (1/12th) of the amount estimated by Lender as sufficient to pay all Impositions (as hereinafter defined) falling due with respect to the Property, at least thirty (30) days before the applicable due date;

All such payments described in this Paragraph 2 shall be held by Lender in a segregated account without the requirement to pay interest. When the indebtedness secured hereby has been paid in full, any remaining deposits shall be refunded to Mortgagor. The deposits required to be maintained hereunder are hereby pledged as additional security for the prompt payment of the Note and any other indebtedness secured hereby and shall be applied for the purposes herein expressed. If in Lender's sole discretion the funds so deposited are insufficient to pay, when due, all

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Impositions or premiums as aforesaid, Mortgagor will deposit, within ten (10) days after receipt of demand therefor, such additional funds as may be necessary to pay such Imposition or premiums. If the funds deposited exceed the amounts required to pay such items, the excess shall be applied on a subsequent deposit or deposits.

Notwithstanding anything to the contrary contained herein, unless Mortgagor fails to pay any installment or the real estate taxes pursuant to paragraph 3 hereunder, Lender shall not require the real estate tax escrow described in this Paragraph 2.

3. **PAYMENT OF TAXES** Mortgagor shall pay, or cause to be paid, all taxes and assessments, general or special, permit, inspection, registration, license and other charges levied on or assessed against the property, or which become a lien upon the Property or any portion thereof, of which become payable with respect thereto or with respect aid the ownership, operation, maintenance, use occupancy or possession thereof (the "Impositions"), in the manner provided in Paragraph 2 or, if not paid in such manner, by Mortgagor making payment, when due, directly to the payee thereof. Mortgagor shall furnish Lender with a receipt evidencing payment of all applicable Impositions within thirty (30) days of the applicable due date. Mortgagor shall have Impositions by appropriate proceedings diligently conducted in good faith; provided, however that (1) Mortgagor gives Lender at least ten (10) days prior written notice of Mortgagor's commencement of such proceedings, and (2) such proceedings have the effect of

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preventing the collection of any Impositions so contested. Upon the completion of any such proceedings, Mortgagor shall pay the amount of Impositions as finally determined in such proceedings, together with any and all costs, fees (including attorney's or appraisers' fees), interest and penalties in connection therewith.

4. INSURANCE.

Mortgagor will keep and maintain, at its sole cost and expense the following insurance policies with respect to Property;

(i) Property insurance written on an all-risk basis insuring the Property against loss by fire, hazards within the term "extended coverage" and such other hazards as Lender may reasonable require, in an amount equal to one hundred percent (100%) of the full replacement cost of all buildings and insurable improvements comprising the Property;

(ii) Comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Property, affording protection in respect to bodily injury or death of at least \$3,000,000 combined single limit per occurrence. The insurance policy must be on an "occurrence basis";

(iii) Such other insurance in amounts and and against such insurable risks as Lender may from time to time reasonably require and as are customary for comparable properties.

B. All policies of insurance required hereunder shall

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be in forms, with companies and in amounts acceptable to Lender and shall contain standard mortgage clauses attached to or incorporated therein in favor of Lender or showing Lender as an additional named insured, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified with ten (10) days prior written notice to Lender. Mortgagor will see to have waiver of subrogation endorsements added where applicable. Mortgagor will deliver to Lender the originals of all insurance policies, or certificates thereof with copies of the original policies, and all additional, renewal or replacement policies not less than thirty (30) days prior to their respective expiration dates.

C. The delivery to Lender of any policy or policies of insurance required to be maintained hereunder, or any renewals thereof, shall constitute an assignment to Lender of all unearned premiums thereof as further security for the payment of the indebtedness secured hereby. Further, Mortgagor shall, if requested by Lender, duly execute and deliver to Lender instruments of assignment of such insurance policies and cause the respective insurers to acknowledge notice of such assignment. In the event of a foreclosure action or other transfer of title to the Property in extinguishment of the debt secured hereby, all right, title and interest of Mortgagor in and to any policy or policies of insurance then in force will pass to the purchaser or grantee thereof.

D. In the event of any loss to or damage to the Property by fire or other casualty, Mortgagor will give prompt notice thereof

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to Lender and Lender may thereupon make proof of loss of damage if the same is not promptly made by the Mortgagor. All proceeds of insurance shall be payable to Lender and each insurance company with which a claim is filed is authorized and directed to make payment thereof directly to Lender. So long as an Event of Default has not occurred and is not continuing, Mortgagor shall be authorized and empowered to settle, adjust or compromise any claim for loss, damage or destruction under any policy or policies of insurance; provided, however, that if the same is not effected by Mortgagor within ninety (90) days of such loss or damage, Lender may settle, adjust or compromise such claim, and further provided, that any final settlement shall be subject and the approval of Lender. All insurance proceeds shall be applied to the repair or replacement of the Property or to an in reduction of any indebtedness secured by this Mortgage, in accordance with the terms and conditions of Paragraph 5 hereof. Any insurance proceeds not so applied shall be the property of Mortgagor and shall be paid over to Mortgagor after completion of the restoration, repair, replacement or rebuilding or after the entire indebtedness secured by this Mortgage shall have been paid, as the case may be.

5. **DAMAGE OR DESTRUCTION.**

A. If the Property is damaged or destroyed, in whole or in part, Lender shall make the proceeds received under any insurance policies available to Mortgagor for the rebuilding and restoration of the Property, subject to the following conditions: (1) no Event of default has occurred and is continuing; (2) all then-existing

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leases continue in full force and effect without reduction or abatement of rental (except during the period of untenability); (3) Lender is given satisfactory proof that by the expenditure of such proceeds (together with any additional funds which Mortgagor then has available and has committed toward restoration of the Property in a manner acceptable to Lender) will result in the Property being full restored, free and clear of all liens, except as to the lien of this Mortgage; (4) if Mortgagor fails within a reasonable period of time, subject and delays beyond its control, to restore or rebuild the improvements, then Lender, at its option, may restore or rebuild the improvements, for or on behalf of Mortgagor; and (5) waiver of the right of subrogation is obtained from any insurer under such policies of insurance who, at that time, claims that no liability exists as to Mortgagor or the insured under such policies. If any of the foregoing conditions are not or cannot be satisfied, then Lender may use or apply all the proceeds to the indebtedness hereby secured. Under no circumstances shall Lender become personally liable for the fulfillment of the terms, covenants and conditions contained in any leases with respect to the Property nor become obligated to take any action to restore the improvements comprising the Property.

B. If the conditions set forth above are satisfied so that such proceeds are applied to restoring the improvements, such proceeds shall be made available, from time to time, under such conditions as Lender may reasonably impose, including but not limited to the following: (1) if the cost of restoration exceeds

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\$50,000.00, all plans and specifications for such work must first be approved in writing by Lender; (2) Lender shall have the right to require that all funds shall be paid through a construction escrow; (3) at all times the undisbursed balance of said proceeds remaining in the hands of Lender shall be at least sufficient to pay for the cost of completion of the work, free and clear of all liens; and (4) as appropriate to each stage of construction, Mortgagor has obtained all permits, licenses and authorizations from the various governmental authorities having jurisdiction over the Property and delivered copies thereof to Lender.

C. Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the installments payable under the Note. If under Paragraph 15, the Property is acquired by Lender, all right, title and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to or taking of the Property prior to the sale or acquisition shall pass to Lender to the extent of sums secured by this Mortgage immediately prior to such sale or acquisition.

6. CONDEMNATION.

A. All awards made or to be made to Mortgagor by any governmental or other lawful authority for any taking, by condemnation, of the whole or any part of the Property or any easement therein or appurtenant thereto are hereby assigned by Mortgagor to Lender, which award Lender is hereby authorized to collect and receive from the condemnation authorities to give

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appropriate receipts and acquittance therefor. Lender shall use or apply the proceeds of such awards or awards in the same manner as is set forth in Paragraph 5 with respect to insurance proceeds received subsequent to a fire or other casualty affecting the Property; provided, however, that in the event of a taking of all or substantially all of the Property, such proceeds shall be applied first to the indebtedness secured by this Mortgage and the balance, if any, shall be paid to Mortgagor. Mortgagor agrees to give prompt notice to Lender of the actual or threatened commencement of any such proceedings under condemnation affecting all or any part of the Property. So long as an Event of Default has not occurred and is not continuing, Mortgagor shall have the right to conduct and settle all condemnation proceedings with regard to the Property; provided, however, that any final settlement shall be subject to the approval of Lender.

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B. In the event of any damage or taking by condemnation of less than substantially all of the Property, Lender shall make available the proceeds of any award received in connection with and in compensation for any such damage or taking for the purpose of rebuilding or restoring the property, subject to the same terms and conditions as set forth in Paragraph 5.A. If any of the foregoing conditions are not or cannot be satisfied, then Lender may use or apply the award to the indebtedness hereby secured. Under no circumstances shall lender become personally liable for the fulfillment of the terms, covenants, and conditions contained in any lease with respect to the Property nor become obligated to take

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any action to restore the improvements.

C. If the conditions set forth in Paragraph 5.A are satisfied so that such award is applied to restoring the improvements, the proceeds thereof shall be made available upon the terms and conditions set forth in Paragraph 5.B and 5.C.

7. USE AND MAINTENANCE OF PROPERTY

A. The Property may be used for any lawful purpose. Mortgagor will promptly comply, or cause compliance with, all present and future laws, rules, ordinances, regulations and other requirements of each and every governmental authority having jurisdiction over the Property with respect to the construction, rehabilitation, use or operation of the Property or any portion thereof and with the provisions of any covenants, conditions or restrictions affecting the Property.

B. Mortgagor will keep and maintain, or cause to be kept and maintained, the property in good order, condition and repair and will make, or cause to be made, as and when necessary, all repairs and replacements. Mortgagor will refrain from and shall not permit or suffer the commission of waste in or about the Property nor remove, demolish or materially alter the structural character of any improvements at any time erected on the Property except with the prior written consent of Lender; provided, however, that fixtures may be removed from the Property if Mortgagor concurrently replaces the same with similar items of equal value, free of any lien or claim of superior title other than that of this Mortgage. Subject to the provisions of Paragraphs 5 and 6 hereof, to the

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extent required by Lender, Mortgagor will promptly repair, restore, replace or rebuild any part of the Property which may be damaged or destroyed by fire or other casualty or taken by condemnation. All rehabilitation to and construction performed in, on or about the Property shall be in strict conformance with the provisions of Paragraphs 5, 6, and 8.

8. HAZARDOUS SUBSTANCES.

A. Mortgagor shall, and Mortgagor shall cause all tenants, contractors and any other persons from time to time present on or occupying the Property to keep and maintain the Property in compliance with, and not cause or permit the Property, including the soil and ground water thereof, to be in violation of any Federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions, under or about the Property. Neither Mortgagor, any tenants, contractors or subcontractors of Mortgagor, nor any other persons from time to time present on or occupying the Property shall use, generate, manufacture, store, release, dispose of, or permit or suffer to exist in, on, under or about the Property or transport to or from the Property any flammable materials, explosives, petroleum (including crude oil), radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any asbestos, asbestos containing materials, PCBs or any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" (collectively referred to hereinafter as

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"Hazardous substances"), under any Federal, state or local, ordinance or regulation dealing with or otherwise pertaining to toxic or hazardous substances, wastes or material (collectively, the "Hazardous Substances Law"), except as such Hazardous Substances may be required to be used, stored or transported in connection with the permitted use of Property and then only to the extent and in the manner permitted by law after obtaining all necessary permits and licenses therefor.

B. Mortgagor represents that (1) no enforcement, cleanup, removal or other governmental or regulatory actions are pending or threatened against the Property, or against Mortgagor with respect to the Property, pursuant to any applicable Hazardous Substances Laws; (2) to Mortgagor's knowledge, no violation or non-compliance with Hazardous Substances Laws has occurred with respect to the Property at any time; (3) to Mortgagor's knowledge, no claims have, at any time, been made or threatened by any third party against the Property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Substances (the matters set forth in clauses (1), (2) and (3) are collectively referred to hereinafter as "Hazardous Substances Claims"); and (4) to Mortgagor's knowledge, no occurrence or condition on any real property adjoining or in the vicinity of the Property exists which would cause the Property to be subject to any restrictions on the ownership, occupancy, transferability or use thereof under any Hazardous Substances Laws. Mortgagor shall immediately advise Lender in writing of the occurrence in such

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instance of any discharge, release, or disposal of any Hazardous Substances in, on, under or about the Property, or any condition described in clause (4) above, or the exertion of any Hazardous Substances Claims.

C. Lender shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated by any person or entity in connection with any Hazards Substances Claims and to have its reasonable attorneys' fees and costs incurred in connection therewith by Mortgagor. Mortgagor shall be solely responsible for, and shall indemnify, defend, and hold harmless Lender, and its directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expenses or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazards Substances on, under, or about Property, including without limitations: (1) all foreseeable consequential damages; (2) the cost of any required or necessary repair, cleanup, or detoxification of the Property and the preparation and implementation of any closure, remodel or other required plans; and (3) all costs and expenses incurred by Lender in connection with clauses (1) and (2), including, but not limited to, reasonable attorneys' fees. The foregoing indemnity, defense and hold harmless agreement shall survive the release or foreclosures of this Mortgage. Any loss, damage, cost, expenses or liability incurred by Lender for which Mortgagor is responsible or for which

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Mortgagor has indemnified Lender shall be paid to Lender on demand, and failing prompt reimbursement shall, together with interest thereon at the Default Rate (as defined in the Note) from the date incurred by Lender until paid by Mortgagor, be added to the indebtedness secured by the Loan Documents. Mortgagor shall not be liable for attorneys', consultants' or other professional fees pursuant to this Paragraph 8.C unless and until an Event of Default has occurred with respect to Mortgagor's obligations as set forth in this Paragraph 8 except where such fees are incurred in connection with the defense of any investigation or proceeding brought against Lender as a result of Borrower's breach of its obligations.

D. Without Lender's prior written consent, Mortgagor shall not take any remedial action in response to the presence of any Hazardous Substances in, on, under, or about the Property, nor enter into any settlement agreement, consent decree, or other compromises in respect to any Hazards Material Claims, which remedial actions, settlement, consent or compromise might, in Lender's reasonable judgment, impair the value of Lender's security hereunder; provided, however, that Lender's prior consent shall not be necessary in the event that the presence of Hazardous Substances in, on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and is not possible to obtain Lender's consent before taking such action, provided that in each such instance Mortgagor shall notify

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Lender as soon as practicable of any action so taken.

E. Lender and its respective agents and representatives shall have the right to enter and visit the Property at any time for the purpose of observing it, performing appraisals, taking and removing soil or ground water samples and conducting tests on any part of it. Lender agrees to give Mortgagor not less than forty-eight (48) hours prior notice of Lender's enter onto the Property unless the need therefore is the result of any emergency condition, in which case Lender shall give such advance notice as may be reasonable under the circumstances. To the extent practicable, Lender shall conduct visits to the Property and such tests so as to minimize any interference with Mortgagor's business operations. Any cost or expenses incurred in connection with any of the activities referred to in the preceding sentence shall be paid by Mortgagor to Lender on demand.

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9. **SALE, TRANSFER, ASSIGNMENT OR ADDITIONAL ENCUMBRANCE**

Mortgagor shall not, without the prior written consent of Lender, option, sell, contract to sell, assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of or encumber, whether by operation of law or otherwise, any or all of its interest in the Property, including, but not limited to, any option or contract for deed or similar instrument providing for retention of title during sale; provided, however, that Lender shall not unreasonably withhold its consent to secondary financing. Any option, sale, contract, assignment, transfer, mortgage, pledge, hypothecation or other disposition or encumbrance made without Lender's prior

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written consent shall give Lender the right, at its option, to accelerate the indebtedness secured by this Mortgage causing the full principal balance, accrued interest and any other sums due hereunder to become immediately due and payable.

10. PRIORITY OF LIEN: AFTER-ACQUIRED PROPERTY

A. This Mortgage is and will be maintained as a valid lien on and a valid, binding and enforceable security interest in the Property, and shall at all times be prior and superior to any other mortgage, trust deed or security interest securing any obligations now or hereafter becoming or falling due. Mortgagor will not, directly or indirectly, create or suffer or permit to be created, or to stand against the Property, or any portion thereof, or against the rents, issues and profits therefrom, any lien, security interest, encumbrance or charge prior to or on a party with the lien of the Mortgage. All property of every kind acquired by Mortgagor after the date hereof which is required or intended by the terms of the Mortgage to be subjected to the lien and security interest of this Mortgage shall, immediately upon the acquisition thereof by Mortgagor and without any further small mortgage, convenience, assignment or transfer, because subject to the lien and security interest of this Mortgage.

B. Mortgagor will keep the Property free from all liens for monies due and payable to persons furnishing labor or providing material to the Property in connection with any rehabilitation, construction, modification, repair or replacement thereof. If liens are filed against the Property, Mortgagor agrees to promptly

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cause the same to be discharged of record; provided, however, that Mortgagor shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim for lien, such to the conditions that: (1) Mortgagor shall promptly give Lender notice of the filing of any such lien or claim for lien and of Mortgagor's intent to contest the same; (2) Mortgagor shall give Lender such security as may be reasonably satisfactory to Lender to ensure payment therefore and to present any sale, foreclosure or forfeiture of the Property by reason of nonpayment thereof; and (3) on final determination of the lien or claim for lien, Mortgagor shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien or claim therefore released and any judgments satisfied. Upon delivery of proof of such release or satisfaction, together with the appropriate documents indicating recordation thereof, this security furnished to the Lender shall be returned to Mortgagor.

C. Mortgagor should not do, or permit to be done, or omit to do, or permit the omission of, any act, the doing of which, or omission to do which, would impair the security of this Mortgage. Mortgagor shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction or agreement changing the uses which may be made of the Property or any part thereof without prior written consent of lender.

11. LENDER'S RIGHT TO CURE; MORTGAGOR REMAINS LIABLE.

A. If Mortgagor defaults in the performance or observance of

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any obligation required to be performed or observed by Mortgagor under this Mortgage (other than the payment of money when due to Lender) and such default shall remain uncured for a period of thirty (30) days after written notice from Lender, then without waiving or releasing Mortgagor from any of its obligations hereunder, Lender shall have the right, but shall be under no obligation to make any payment and/or perform any act or take such action as may be appropriate to cause such obligation to be promptly performed or observed on behalf of Mortgagor; provided, however, that if such default is of a nature that it cannot be cured with said thirty (30) day period, said thirty (30) day period, Lender shall take no action as Mortgagor commences within said period to cure such default and diligently thereafter proceeds to cure such fault. Notwithstanding anything to be contrary herein contained, if such default results in a hazardous or emergency situation, Lender shall have the right to cure such default without giving the foregoing thirty (30) days notice if Mortgagor does not immediately after notice from Lender commence to cure such default and to diligently proceed until such default is cured. All sums expended by Lender in connection herewith, including without limitation, reasonable attorneys' fees and expenses, shall become immediately due and payable by Mortgagor upon written demand therefore with interest at the Default Rate from the date of the advancement until paid and shall be secured by the Loan Documents. Lender shall have the same rights and remedies in the event of nonpayment of such sums by the Mortgagor as in the case of a

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default by Mortgagor in the payment of the indebtedness evidenced by the Note. Lender is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any obligation that Mortgagor has failed to perform or observe, without thereby becoming liable to Mortgagor or any person holding under Mortgagor. Performance or payment by Lender of any obligation of Mortgagor hereunder shall not relieve Mortgagor of said obligation or of the consequences of having failed to perform or pay the same and shall not effect a cure of any Event of Default.

B. Anything herein to the contrary notwithstanding, (1) Mortgagor shall remain liable under the contracts and agreements included in the Property to the extent set forth herein to perform all of its duties and obligations thereunder to the same extent as if this Mortgage had not been executed, (2) the exercise by Lender of any of its rights and remedies hereunder shall not release Mortgagor from any of its obligations under the contracts and agreements included in the Property, and (3) Lender shall not have any obligation or liability under the contracts and agreements included in Property by reason of this Mortgage, nor shall Lender be obligated to perform any of the obligations or duties of Mortgagor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

12. **INDEMNIFICATION.** Except as otherwise provided by law, Mortgagor will protect, indemnify and save harmless Lender from and against all liabilities, obligations, claims, damages, penalties,

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causes of action, costs and expenses (including without limitation reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against any of them by reason of: (1) the ownership of the Property or any interest herein or receipt of any rents, issues, proceeds or profit therefrom (2) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property; (3) any use, nonuse or condition in, on or about the Property; (4) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; or (5) performance of any labor or services or the furnishing of any material or the property in respect of the Property or any part thereof. Any amounts payable by reason of the application of this paragraph shall become immediately due and payable upon demand therefore and shall bear interest at the Default Rate from the date loss or damage is sustained until paid. The obligations of Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

13. **ASSIGNMENT OF RENTS AND LEASES.** As additional security for the obligations secured by this Mortgage, Mortgagor hereby transfers and assigns to Lender, all the right, title and interest of Mortgagor as lessor, in and to all current leases of the Property, if any, and any guarantees, amendments, renewals or extensions thereof and all future leases made by Mortgagor with respect to the Property, and all of the rents, issues, proceeds and profits therefrom; provided that Mortgagor shall have the right to collect and retain such rents so long as an Event of Default shall

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not occur and is not continuing. Notwithstanding the foregoing, the assignment of rents and leases made by Mortgagor hereunder shall be deemed a present assignment.

Mortgagor hereby covenants and agrees that it shall not, without Lender's prior written consent: (1) accept any payment of any installment of rent more than thirty (30) days in advance of the due date therefor; (2) enter into any management agreement or assignment of any lease, license or concession pertaining to Property; or (3) modify or amend any lease or cancel or terminate any lease except for the non-payment of rent. Mortgagor further covenants and agrees that it shall, at its sole cost and expenses: (1) promptly abide by, discharge and perform all of the obligations contained in all leases of the Property on the part of the landlord thereunder; (2) enforce or secure the performance of all of the obligations contained in any lease of the Property on the part of any tenant thereunder; and (3) appear in and defend any action or proceeding arising out of or related to such leases or the obligations of the landlord or of any tenants thereunder.

Lender shall not be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligations under any of such leases, or Mortgagor hereby agrees to indemnify and hold Lender harmless of and from all liability, loss or damage which it may incur under said leases or under or by reason the assignment thereof and all claims and demands whatsoever which may be asserted against Lender. Should Lender incur any liability, loss or damage under said leases or under or by reason

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of the assignment thereof, or in the defense of any claims or demands made in connection therewith, the amount thereof, including without limitations, reasonable attorneys' fees and expenses, shall be secured by, and shall become immediately due and payable upon demand with interest at the Default Rate from the date of advancement until paid.

Upon the occurrence of the Event of Default, Lender, or any authorized agent of Lender or any judicial-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents therefrom, if any, including any rents past due, all or more specifically provided in Paragraph 15. All rents collected by any of the foregoing parties shall be applied first to payment of the reasonable cost of management of the Property and collection of rents, including without limitations receiver's fees, premiums or bonds and attorneys' fees and expenses, and then to the sums secured by this Mortgage. Any such party shall be liable to account only for the rents actually received.

14. **EVENTS OF DEFAULT.** In case one or more of the following events ("Events of Default") shall occur or exist, to-wit:

A. If default shall be made in the payment of any installment of principal and interest when the same becomes due pursuant to the terms of the capital note and such default shall continue for more than ten (10) days after written notice from Lender to Borrower; or

B. If a default occurs in the performance or observance of

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any covenant, term, provision or condition of this Mortgage to be performed or observed by Mortgagor, which default shall remain uncured for a period of thirty (30) days after written notice from Lender; provided, however, that if such default is of such a nature that it cannot be cured within said thirty (30) day period, then Mortgagor shall not be held in default so long as it commences within said period to cure such default and diligently thereafter proceeds to cure such default; provided further, however, that if any such default results in a hazardous or emergency condition, Mortgagor shall be in default hereunder if Mortgagor does not immediately after notice from Lender commence to cure such default and to diligently proceed until such default is cured; or

C. If an Event of default (as therein defined) shall have occurred under the other Loan Documents; or

D. If the Property becomes subject to any lien not previously approved by Lender, or any action by any holder of a junior lien, whether approved by Lender or not, to take possession, to collect rents, to foreclose, or to otherwise enforce rights against Mortgagor or the Property;

then, in any such event and at the option of Lender, the entire unpaid principal balance due on the Note and all accrued and unpaid interest thereon, and any other sums required to be paid under the Loan Documents, shall become due and payable and, thereafter, each of said amounts due with respect to the Loan Documents shall bear interest at the Default Rate. All costs and expenses incurred by, and on behalf of, Lender (including without limitation reasonable

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attorneys' fees and expenses) which are occasioned by any Event of Default by Mortgagor hereunder shall become immediately due and payable, shall bear interest at the Default Rate from the date of advancement until paid and shall become additional indebtedness secured hereby. After the occurrence or existence of any Event of Default, Lender may institute, or cause to be instituted, proceedings from the realization of its rights under the Loan Documents.

15. RIGHTS, POWERS AND REMEDIES OF LENDER. Upon the occurrence of an Event of Default, Lender may at any time thereafter, at its election and to the extent permitted by law:

A. Declare all sums secured by this Mortgage immediately due and payable without further notice and proceed at law or in equity to foreclose the lien of this Mortgage as against all or any part of the Property and to have the same sold under the judgement or decree of a court of competent jurisdiction.

B. Declare all sums secured by this Mortgage due and payable without further notice and advertise the property or any part thereof for sale and thereafter sell, assign, transfer and deliver the whole, or from time to time any part, of the Property, or any interest therein, on such terms and in such manner as Lender may, in its discretion, deem appropriate or as may be required by law. The exercise of this power of sale by Lender shall be in accordance with the terms of any statute of the state in which the Property is located, now or

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hereafter in effect, which authorizes the satisfaction of a lien and security interest by power of sale.

C. Enter upon and take possession of the Property, and all other persons and property therefrom, personally or by its agents or attorneys, together with all documents, books, records, papers and accounts of Mortgagor and may exclude Mortgagor, its agent or servants, wholly therefrom and may, as attorney-in-fact and agent for Mortgagor (and for which Mortgagor hereby irrevocably appoints Lender its attorney-in-fact and agent), or in its own name and stead and under the powers herein granted: (1) hold, operate, manage, and control the Property and conduct the business thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues, and profits of the Property, including actions for recovery of rent, actions, in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to Mortgagor; (2) cancel or terminate any lease for any cause or on any ground which would entitle Mortgagor to cancel the same; (3) elect to disaffirm any lease made subsequent to this Mortgage or subordinated to the lien hereof; (4) extend or modify any then existing leases and make new leases, which extensions, modifications and new

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leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at any sale of the Property, it being agreed that any such leases, and the options or other such provisions contained therein, shall be binding upon Mortgagor and all persons whose interest in the Property are subject to the lien hereof and also upon the purchaser or purchasers at any sale of the Property, notwithstanding any discharge of the mortgage indebtedness, satisfaction of any foreclosure, decree or issuance of any certificate of sale or deed to any purchaser; (5) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Property as Lender may deem judicious, to insure and reinsure the Property against all risks incidental to Lender's possession, operation, and management thereof and to receive all avails, rents, issues and profits; (6) insofar as any of the Property shall consist of accounts receivable, insurance policies, instruments, chattel paper, things in action or the like, demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose or realize upon such Property as Lender may determine, and for the further purpose of realizing Lender's rights therein, Lender may receive, open and dispose of mail addressed to Mortgagor and endorse notes, checks, drafts, money orders, documents of title or other

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evidences of payment, shipment or storage or any form of such Property on behalf and in the name of Mortgagor; and (7) file any claims, in the name of Mortgagor or Lender, including any proof of claim in a bankruptcy proceeding, or take any action or institute any proceedings which Lender may deem necessary or desirable for the collection of any of the Property or otherwise to enforce the rights of Lender with respect to any of the Property. Lender shall not be under any liability for or by reason of such entry, taking of possession, removal, holding, operation or management, except that any amounts so received shall be applied as hereinafter provided in this paragraph; and

D. Make application for the appointment of a receiver for the Property, whether such receivership be incident to a proposed sale of the Property or otherwise, and Mortgagor hereby consents to the appointment of a receiver and agrees not to oppose any such appointment and, further, agrees that Lender may be appointed the receiver of the Property. Each receiver shall have the power to take possession and maintain control over the Property and to collect the rents, issues and profits during the pendency of a foreclosure suit, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and all other powers which may be necessary or are useful for the protection, possession, control, management, and operation of the Property during the

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whole of said period. To the extent permitted by law, any receiver may be authorized by the court to extend or modify any then-existing leases and to make new leases, which extensions, modification and new leases may provide for terms to expire beyond the maturity date of the indebtedness secured hereunder, it being agreed that any such leases and the options or other provisions contained therein shall be binding upon Mortgagor and all persons whose interests in the Property are subject to the lien hereof and upon the purchaser or purchasers at any sale of the Property, notwithstanding an discharge of the mortgage indebtedness, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any purchaser.

E. Apply any monies or securities on deposit with designated by Lender as required to be maintained under this Mortgage to the obligations of Mortgagor under the Loan Documents in such order and manner as Lender may elect.

F. Exercise any and all rights and remedies of Lender with respect to the Property or any part thereof as are available at law or in equity.

At the request of Lender, after the occurrence of any Event of Default, Mortgagor agrees promptly to give notice to all persons (including tenants of the Property and banking institutions) holding any moneys or securities of Mortgagor or owing any moneys to Mortgagor in which Lender has a security interest and to instruct such persons to pay such moneys or

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securities directly to or to the order of Lender for application to the obligations secured hereby. In lieu of the foregoing, Lender may give such notice itself on behalf of Mortgagor and Mortgagor agrees to cooperate with Lender in connection with such action

Mortgagor agrees that lender may be a purchaser of the Property or any part thereof or any interest therein at any sale, whether public or private or whether pursuant to foreclosure, power of sale or otherwise, and may apply upon the purchase price the indebtedness secured hereby. Upon any sale, Lender or any officer of any court empowered to do so, as may be appropriate, shall deliver to the purchaser a good and sufficient instrument conveying, assigning and transferring the property so sold without any covenant or warranty, express or implied, subject, however, to any applicable law requiring special warranty of title. Any purchaser at a sale of the Property shall acquire good title to the property so purchased, free of the lien of this Mortgage and free and clear of all the estate, title, interest, claim or demand of Mortgagor. The receipt of the officer making the sale under judicial proceedings or of Lender shall be sufficient discharge to the purchaser for the purchase money and such purchaser shall not be responsible for the proper application thereof. Lender shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at such sale unless applicable law otherwise provides. To the extent permitted by law, any action may be maintained by Lender to recover a deficiency judgment for any balance due under

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the Note.

Mortgagor hereby waives, to the extent permitted by law, all rights to direct the order in which any of the Property may be sold and the benefit of all appraisement, valuation, stay, extension and reinstatement laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder to the Property or any part thereof or any interest therein on behalf of Mortgagor and each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage. Further, Mortgagor hereby expressly waives, to the extent permitted by law, any and all rights of redemption before, at or after sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor and each and every person acquiring any interest in or title to the Property subsequent to the date of this Mortgage.

The proceeds of any of the Property or any part thereof or interest therein, whether pursuant to foreclosure or power of sale or otherwise, and all amounts received by Lender by reason of any possession, operation or management of the Property or any part thereof, together with any other sums at the time held by Lender, shall, unless otherwise required by applicable law, be applied in the following order:

First: To all reasonable costs and expenses of the sale of the Property or any part thereof or any interest therein, or entering upon, taking possession of, removal from, holding, operating and managing the Property or any part thereof, together with (1) the reasonable costs and expenses of any

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receiver of the Property appointed pursuant hereto; (2) the reasonable fees and expenses of attorneys, accountants and other professionals employed by Lender or those engaged to any receiver; (3) any indebtedness, taxes, assessments or other charges prior to the lien of its Mortgage, which Lender may consider necessary or desirable to pay; and (4) any amounts as may be sufficient to indemnify Lender against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Lender hereunder;

Second: To any indebtedness secured by this Mortgage at the time due and payable, other than the indebtedness with respect to the Note at the time outstanding;

Third: To all amounts of principal and interest due and payable on the Note at the time of receipt of proceeds (whether at maturity or on a date fixed for any installment payment or by declaration of acceleration or otherwise), including interest at the Default Rate on any overdue principal and (to the extent permitted under applicable law) on any overdue interest; and in case such sums shall be insufficient to pay in full the amount so due and unpaid upon the Note, then, first, to the payment of all amounts of interest at the time due and payable and, second, to the payment of all amounts of principal;

Fourth: The balance, if any, to the person or entity then entitled thereto pursuant to applicable state law.

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16. **FEES AND EXPENSES.** If lender incurs or expends any sums, including without limitation reasonable attorneys' fees and expenses, whether or not in connection with any action or proceeding, in order to sustain the lien of this Mortgage or its priority, or to protect or enforce any of Lender's rights hereunder, or to recover any indebtedness secured hereby, all such sums shall be immediately due and payable by Mortgagor with interest at the Default Rate. All such sums shall be secured by this Mortgage and be a lien on the Property prior to any right, title, interest or claim in, to or upon the Property attaching or accruing subsequent to the lien of this Mortgage. Without limited the generality of the foregoing, in any sale or suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness secured hereby in the notice or decree for sale all reasonable costs and expenses which may be paid or incurred by or on behalf of Lender for attorneys' fees, appraiser's fees, receiver's costs, and expenses, insurance, taxes, outlays for commentary and expert evidence, costs of preservation of the Property, stenographer's charges, searches and examinations, guarantee policies and similar date and assurances with respect to title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such notice or decree the true condition of the title to or value of the Property or for any other reasonably necessary purpose. The amount of any such costs and expenses which may be paid or incurred after the sale is entered may be estimated and the

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amount of such estimate may be allowed and included as additional indebtedness secured hereby.

17. **EXERCISE OF RIGHTS BY LENDER.** If Lender (1) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Mortgage; (2) takes other or additional security for the payment thereof; (3) waives or fails to exercise any right granted under the Loan Documents; (4) grants any release, with or without consideration of the whole or any part of the security held for the payment of the indebtedness secured hereby; (5) amends or modifies in any respect with the consent of Mortgagor any of the terms and provisions of the Loan Documents, then, and in any such event, such act or omission to act shall not release Mortgagor under any covenant of this Mortgage, nor preclude Lender from exercising any right, power or privilege herein granted or intended to be granted upon the occurrence of an Event of Default or otherwise and shall not in any way impair or affect the lien or priority of this Mortgage. No right or remedy of Lender shall be exclusive of, but shall be in addition to, every other right or remedy, now or hereafter existing at law or in equity. No delay in exercising, or omission to exercise, any right or remedy accruing upon the occurrence or existence of an Event of Default shall impair any such right or remedy, or shall be construed to be a waiver of any such default, or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Any waiver by Lender shall be effective only if expressed in a writing signed by Lender and then only for the time and to the

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extent stated therein. Every such right or remedy may be exercised concurrently or independently and when and as often as may be deemed expedient by Lender.

18. **INSPECTION.** Mortgagor will keep, or cause to be kept, proper books and records with respect to the Property and the operations thereof. Mortgagor hereby grants to Lender or any person authorized to act on behalf of Lender the right to enter on the Property or any place where the books and records are kept, at all reasonable times, and to inspect the same, including the right to make photocopies or extracts from the books and records and to arrange for verification of entries thereon, under reasonable procedures; provided, however, nothing contained herein shall be construed as an obligation on the part of Lender to make such inspections. Lender agrees to give Mortgagor not less than forty-eight (48) hours prior notice of Lender's entry onto the Property unless the need therefor is the result of an emergency condition, in which case Lender shall give such advance notice as may be reasonable under the circumstances. All entries onto the Property shall be subject to the rights of any tenants.

19. **BUSINESS PURPOSE.** Mortgagor represents and agrees that the proceeds of the Note will be used for business purposes and that the loan evidenced by the Note constitutes a "business loan" within the purview of Paragraph 6404 of Chapter 17 of the Illinois Revised Statutes.

20. **TAXES ON MORTGAGE OR NOTE.** If any law is enacted which deducts from the value of real property, for purposes of taxation,

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any lien thereon and which, in turn, imposes a tax, whether directly or indirectly, on the Loan Documents, and if Mortgagor is prohibited by law from paying the whole of such tax in addition to every other payment required under the Loan Documents, or if Mortgagor, although permitted to pay such tax, fails to do so in a timely fashion, then, in such event, at the option of Lender, and upon not less than ninety (90) days prior written notice from Lender to Mortgagor, the entire unpaid principal balance due on the Note and all accrued and unpaid interest thereon, and any other sums secured hereby, shall become immediately due and payable.

21. **SUBORDINATION.** At the option of Lender, this Mortgage shall become subject and subordinate (except with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any and all leases of all or any part of the Property upon the execution by Lender of a unilateral declaration of subordination and the recording thereof in the Office of the Recorder of Deeds of Cook County, Illinois.

22. **FUTURE ADVANCES.** It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future advances as shall be made by Lender or its successors or assigns (in its or their sole discretion), to and for the benefit of Mortgagor, to the same extent as if such future advances were made on the date of the execution of this Mortgage ("Future Advances"). The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time and shall include any and all disbursements made by Lender for the

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payment of taxes, levies or insurance on the Property with interest on such disbursements at the Default Rate and for reasonable attorneys' fees and court costs incurred in the collection of any or all of such sums. All Future Advances shall be wholly optional with Lender, and the same shall bear interest at the same rate as specified in the Note unless said interest rate shall be modified by subsequent agreement.

23. **MODIFICATION.** No change, amendments, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

24. **NOTICES.** Any notice, demand or other communication which any party may desire or may be required to give to any other party shall be in writing, and shall be deemed given (a) if and when personally delivered, (b) upon receipt if sent by a nationally recognized overnight courier addressed to a party at its address set forth above, or (c) on the second (2nd) business day after being deposited in United States registered or certified mail, postage prepaid and return receipt requested, addressed to a party at its address set forth above. Any party hereto may change the address at which notices hereunder are required to be given to such party by notice to the other parties in accordance herewith.

25. **FURTHER ASSURANCES.** Mortgagor, at its expense, will execute, acknowledge, deliver, record, file or refile such instruments and take such actions as Lender from time to time may reasonably request for the further assurance to Lender of the

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properties and rights now or hereafter subjected to the lien hereof or assigned hereunder or intended so to be. Mortgagor hereby authorizes Lender to file financing statements and amendments relative to all or any part of the Property for which a security interest is granted hereunder without the signature of Mortgagor where permitted by law. mortgagor further agrees that a photocopy or other reproduction of this Mortgage or a financing statement is sufficient as a financing statement.

26. BINDING ON SUCCESSORS AND ASSIGNS; CAPTIONS; GENDER.

Subject to the provisions hereof restricting or limiting Mortgagor's rights of assignment and transfer, all of the terms, covenants, conditions and agreements herein set forth shall be binding upon and inure to the benefit of the respective heirs, devisees, legal representative, successors and assigns of the parties hereto. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret, limit or define the provisions hereof. In this Mortgage, whenever and wherever the context so requires, the neuter shall include the feminine and masculine and the singular shall include the plural, where appropriate.

27. APPLICABLE LAW; SEVERABILITY. This Mortgage shall be governed by and construed in accordance with the laws of the State of Illinois. Every provision shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Mortgage shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such

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prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

28. **RELEASE; DEFEASANCE.** If Mortgagor pays all sums due under the Loan Documents in accordance with the terms thereof, then this Mortgage and the estate and rights hereby created shall cease, terminate and become void, and thereupon Lender, upon the written request and at the expense of Mortgagor, shall execute and deliver to Mortgagor such instruments as shall be required to evidence of record the satisfaction of this Mortgage and the lien thereof.

29. **TIME OF THE ESSENCE.** Time is of the essence to the Mortgage, and all provisions pertaining thereto shall be strictly construed.

20. **REASONABLENESS.** In any instance where Lender's consent, acceptance, discretion or approval is required or permitted in this Mortgage, except and to the extent otherwise specifically provided, the granting, withholding or exercising of consent, acceptance, discretion or approval shall be done in a reasonable manner and shall in no instance be unreasonably delayed.

31. **TRUSTEE'S EXCULPATION.** Anything herein to the contrary notwithstanding, all of the representations, covenants, undertakings and agreements herein made on the part of LaSalle National Trust, N.A., while in form purporting to be the representations, covenants, undertakings and agreements of LaSalle National Trust, N.A., are nevertheless made and intended not as personal representations, covenants, undertaking and agreements by LaSalle National Trust, N.A. or for any other purpose or intention

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other than the limited purpose of binding only that portion of the trust property specifically described in the Loan Documents. This instrument is executed and delivered by LaSalle National Trust, N.A. not in its own right, but solely in the exercise of the powers conferred upon it as trustee. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LaSalle National Trust, N.A. on account of this instrument or on account of any representation, covenant, undertaking or agreement of LaSalle National Trust, N.A. in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. The terms of this paragraph shall not be construed, however, to modify or discharge any personal liability expressly assumed by any beneficiary of the trust under which LaSalle National Trust, N.A. is acting or any other party in the transaction pursuant to which this instrument is executed and delivered.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year first above written.

BORROWER:

LASALLE NATIONAL TRUST, N.A., not personally

but as Trustee under Trust Agreement dated :
August 3, 1982 and known as Trust No. 105143.

DEPT-01 RECORDING 8107.50
780004 TRAN 568 11/04/94 14:22:00
64075 LF *-94-942592
COOK COUNTY RECORDER

94932592

By: *Thomas Callow*
Its _____ President

Attest: *Nancy A. Stock*
Its _____ Secretary

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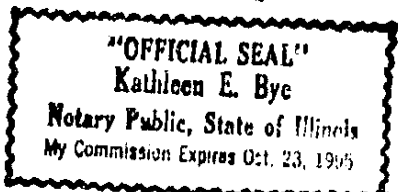
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STATE OF ILLINOIS)
)
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rosemary Collins, personally known to me to be the President of LaSALLE NATIONAL TRUST, N.A., a corporation, and NANCY A. STACK, personally known to me in the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed, sealed and delivered said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, as Trustee, for the uses and purposes therein set forth.

Given under my hand official seal, this 4 day of November 1994.



Kathleen E. Bye
Notary Public

My Commission Expires: 10.23.95

This Instrument Prepared in Niles Illinois By, Thomas E. Dolan and after Recording Return To:

Thomas E. Dolan, M.D.
8780 Golf Rd. Suite 304
Niles, IL 60714



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LEGAL DESCRIPTION OF

8780 WEST GOLF ROAD, DES PLAINES, ILLINOIS

(Except that part taken for highway) the East 105 feet of the West 245 feet of that part of the West 1/2 of the Southwest 1/4 of Section 11, Township 41 North, Range 12, East of the Third Principal Meridian, bounded and described as follows: Commencing at the Southwest corner of said Section 11, thence North on Section Line, 8 chains 89 links; Thence East and parallel with the South line of said Section, 20 chains 25 links, more or less, to the East Line of the West 1/2 of the Southwest 1/4; Thence South on said East line of the West 1/2 of the Southwest 1/4; 8 chains 89 links to the Section Line; Thence West on Section Line, 20 chains 25 links, more or less to the point of beginning, in Cook County, Illinois.

Property Address:

**8780 Golf Road
Des Plaines Illinois**

Permanent Index Number: 09-11-300-004-0000

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